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SUPREME COURT
STATE OF WASHINGTON
May 23, 2011, 1:21 pm
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Court of Appeal Cause No. 63051-2-I

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**IN THE SUPREME COURT OF THE STATE OF
WASHINGTON**

J.E. EDMONSON and NAOMI I. EDMONSON,
Plaintiffs,

v.

IVAN G. POPCHOI and VARVARA M. POPCHOI,
Respondents,

v.

CSABA KISS,
Petitioner.

SUPPLEMENTAL AUTHORITIES

Attorneys for Petitioner
Matthew F. Davis WSBA #20939
DEMCO LAW FIRM, P.S.
5224 Wilson Avenue South, Suite 200
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ORIGINAL

Pursuant to RAP 10.8, Petition Csaba Kiss hereby submits the following additional authorities.

Erickson v. Chase, 156 Wash.App., 151, 157, 231 P.3d 1261, 1265 (2010)

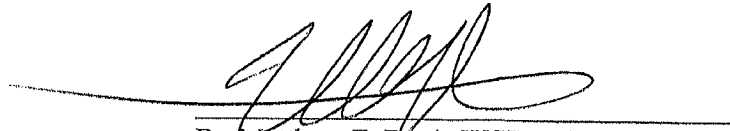
(“An action based on a contract or written agreement is subject to a six-year statute of limitations. RCW 4.16.040(1). The written agreement that Combs relies on is the warranty deed.”).

Kessinger v. Anderson, 31 Wash.2d 157, 171-172, 196 P.2d 289, 297 (1948):

We may summarize the situation briefly as follows: Fully cognizant of the alleged encumbrance, respondents permitted the money in escrow to be paid over to the appellants, accepted in turn the deed which also was in escrow, took possession of the property, treated it as their own, and subsequently sold it at a substantial profit, all without calling upon appellants to remedy the alleged defect, and without giving the appellants the opportunity of making the election reserved to them under their agreement. By such acts and course of conduct respondents waived any objections to the title and precluded themselves from thereafter setting up such objections as a ground of action against their vendors for breach of covenant of warranty or as a defense to an action by the vendors for the full purchase price of the property. 55 Am.Jur. 728-730, *Vendor and Purchaser*, §§ 287-290; 66 C.J. 943, 944, *Vendor and Purchaser*, §§ 645, 646; accord: *Central Life Assurance Society v. Impelmans*, 13 Wash.2d 632, 126 P.2d 757.

Dated this 23^d day of May, 2011.

DEMCO LAW FIRM, P.S.

A handwritten signature in black ink, appearing to read 'Matthew F. Davis', is written over a horizontal line.

By Matthew F. Davis WSBA #20939
Attorneys for Appellant

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DECLARATION OF SERVICE

I, Linda Fierro, state:

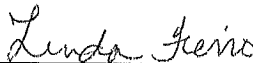
On this day I caused to be delivered via email on May 23, 2011, to the
Supreme Court of the State of Washington and to

John Hathaway (206) 624-9292
4600 Columbia Center
701 Fifth Avenue
Seattle, WA 98104

Via email on May 23, 2011 and messenger for May 24, 2011 delivery
the following document: Additional Authorities

Declarant is a resident of the State of Washington and over the
age of eighteen (18) years. I certify under penalty of perjury under the
laws of the State of Washington that the foregoing is true and correct.

Dated this 23rd day of May, 2011 at Seattle, Washington.



Linda Fierro